

1 PHILIP M. MILLER (SBN 87877)  
[pmiller@sjlawcorp.com](mailto:pmiller@sjlawcorp.com)  
2 KIMBERLY A. HANCOCK (SBN 205567)  
[khancock@sjlawcorp.com](mailto:khancock@sjlawcorp.com)  
3 ANNE M. BEVINGTON (SBN 111320)  
[abevington@sjlawcorp.com](mailto:abevington@sjlawcorp.com)  
4 SALTZMAN & JOHNSON LAW CORPORATION  
44 Montgomery Street, Suite 2110  
5 San Francisco, CA 94104  
(415) 882-7900  
6 (415) 882-9287 – Facsimile

7 Attorneys for Plaintiffs

8 HSAIO C. (MARK) MAO (SBN 236165)  
TAD A. DEVLIN (SBN 190355)  
9 KAUFMAN DOLOWICH & VOLUCK, LLP  
425 California Street, Suite 2100  
10 San Francisco, CA 94104  
11 Telephone: (415) 926-7600  
Facsimile: (415) 926-7601

12 Attorneys for Defendants

13 CAREN SENCER (SBN 233488)  
14 WEINBERG, ROGER AND ROSENFELD  
1001 Marina Village Parkway, Suite 200  
15 Alameda, CA 94501-1091  
Telephone: (510) 337-1001  
16 Facsimile: (510) 337-1023

17 Attorneys for Cross-Defendants

18 UNITED STATES DISTRICT COURT  
19 FOR THE NORTHERN DISTRICT OF CALIFORNIA  
20 (SAN FRANCISCO DIVISION)  
21

22 AUTOMOTIVE INDUSTRIES PENSION )  
TRUST FUND, et al., )  
23 )  
Plaintiffs, )  
24 )  
vs. )  
25 SCIARRONI AUTO BODY, INC., a )  
California corporation, )  
26 )  
Defendant. )  
27 )  
SCIARRONI AUTO BODY, INC., a )  
28 California corporation, )

Case No. CV 13 5208 RS

ACTION FILED: November 8, 2013

**STIPULATION FOR VOLUNTARY  
DISMISSAL WITH PREJUDICE;  
~~[PROPOSED]~~ ORDER THEREON  
[F.R.C.P. Rule 41(a)(1)(A)(ii)]**

1 Counterclaimant,  
2 vs.  
3 AUTOMOTIVE INDUSTRIES PENSION  
4 TRUST FUND, et al.  
5 Counter-Defendants.  
6  
7 SCIARRONI AUTO BODY, INC., a  
8 California corporation,  
9 Cross-Claimant,  
10 vs.  
11 INTERNATIONAL ASSOCIATION OF  
12 MACHINISTS & AEROSPACE  
13 WORKERS, AFL-CIO, et al.  
14 Cross-Defendants.  
15  
16 AUTOMOTIVE INDUSTRIES PENSION  
17 TRUST FUND, et al,  
18 Plaintiffs,  
19 vs.  
20 SCIARRONI AUTO BODY, INC., a  
21 California corporation, et al,  
22 Defendants.  
23  
24 SCIARRONI AUTO BODY, INC., a  
25 California corporation, et al.  
26 Counterclaimants,  
27 vs.  
28 AUTOMOTIVE INDUSTRIES PENSION  
TRUST FUND, et al.  
Counter-Defendants.

Case No. CV 13 5210 RS

ACTION FILED: November 8, 2013

1 Cross-Claimants, )  
 2 vs. )  
 3 INTERNATIONAL ASSOCIATION OF )  
 4 MACHINISTS & AEROSPACE )  
 5 WORKERS, AFL-CIO, et al., )  
 Cross-Defendants. )

**STIPULATION**

8 IT IS HEREBY STIPULATED by the parties to this action, through their respective  
 9 counsel, that pursuant to the Settlement Agreement and Release ("Settlement Agreement"),  
 10 which is expressly incorporated by reference into this Stipulation for Voluntary Dismissal With  
 11 Prejudice, this Court dismiss this action with prejudice, with all parties to bear their own costs  
 12 and attorneys' fees, and retain jurisdiction over this matter to enforce the Settlement Agreement  
 13 should any action be required to enforce the Settlement Agreement after the dismissal is entered  
 14 by the Court.

15 IT IS SO STIPULATED.

16 Dated: June 11, 2014

SALTZMAN & JOHNSON LAW CORPORATION

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By: /s/ Kimberly A. Hancock  
 KIMBERLY A. HANCOCK  
 Attorneys for Plaintiffs

I, Kimberly A. Hancock, hereby attest, pursuant to N.D. Cal. General Order No. 45, that  
 the concurrence to the filing of this document has been obtained from each signatory hereto.

Dated: May 29, 2014

KAUFMAN DOLOWICH & VOLUCK, LLP

By: /s/ Tad A. Devlin  
 HSIAO C. (MARK) MAO  
 TAD A. DEVLIN  
 Attorneys for Defendants

1 Dated: June 10, 2014

WEINBERG, ROGER AND ROSENFELD

2  
3 By: /s/ Caren Sencer

CAREN SENCER

4 Attorneys for Cross-Defendants

5  
6 **ORDER**

7 Pursuant to the parties' Stipulation and Settlement Agreement, the terms and conditions  
8 of which are fully incorporated herein by this reference, and good cause appearing:

9 IT IS HEREBY ORDERED that this matter is dismissed with prejudice, the parties to  
10 bear their own costs and attorneys' fees.

11 IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this  
12 matter to enforce the Settlement Agreement should any action be required to enforce the  
13 Settlement Agreement after the dismissal with prejudice is entered by the Court. See generally  
14 *Kokkonen v. Guardian Life Ins. Co. of America*, 511 US 357, 381 (1994); *Hagestad v. Tragesser*,  
15 49 F.3rd 1430, 1432 (9th Cir. 1995).

16  
17 IT IS SO ORDERED.

18 Dated: 6/12/14



RICHARD SEEBORG

JUDGE, UNITED STATES DISTRICT COURT